INTEGRATED COORDINATED CARE COORDINATION CONTRACT

BETWEEN THE

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES

AND

REGION VI BEHAVIORAL HEALTH SERVICES

AMENDMENT ONE, January 2009

This contract is entered into by and between the Nebraska Department of Health and Human Services, **Division of Children and Families** (hereinafter the "Department"), and **Region VI Behavioral Health Services** (hereinafter the "Contractor").

The Contract between the parties in effect July 1, 2008 is hereby amended as follows:

Section 1. Amended Terms

1.1 TERM. This contract is in effect from July 1, 2008 until December 31, 2009.

1.2 Amend the Contractors official agency name for this Contract from Region VI Behavioral Health Services to Region 6 Behavioral Health Care.

1.3 Amend the introduction of the contract by inserting the following:
This contract is entered into by and between the Nebraska Department of Health and Human Services Division of Children and Family Services, Child Welfare Section and Office of Juvenile Services (hereinafter the "Department"), and **Region 6 Behavioral Health Care** (hereinafter the "Contractor") located at 3801 Harney St., Omaha, NE 68131.

1.4 PURPOSE stated of the Contract is amended by inserting the following:
The purpose of this Agreement is to bring together funding agencies, families, service providers, and community representatives to provide an individualized system of care for families and their children who are involved with the Department as wards of the State of Nebraska or as non-court involved cases as identified by the Department to achieve outcomes of safety, permanency and well-being. The area this Agreement covers is the Eastern Service Area and those who reside in Sarpy and Douglas Counties. The system of care shall

include: an assessment of service needs across systems, a review of system-wide service utilization patterns, the promotion of individualized care based on the unique strengths and needs of each child and family; that is family-centered, culturally competent, and that integrates the service delivery system. The published Integrated Care Coordination Operations Manual (hereinafter the Manual) is a supplement to this Agreement. The Manual will be operational during the entire contract period unless otherwise terminated as described in Article I.

1.5 Article III, Section A of the Contract is amended by inserting the following:

1. Population: The Contractor agrees to accept and serve children that are identified for enrollment into the ICCU. Children who are served by the ICCU will be state wards of the Department and under the jurisdiction of the county or juvenile court in the identified counties within the Service Area. Non-court involved youth and families may also be served under the terms of this Contract.

2. Assignment of Children.

   a. The Contractor agrees to provide Integrated Care Coordination for a monthly average of **241** identified state ward families not to exceed **2,892** annually.

   b. State wards being served will meet the enrollment criteria as outlined in the Manual. The Contractor agrees to serve all state wards and their families who are enrolled in the ICCU. This acceptance and continuing commitment to serve and protect is unconditional regardless of a child or family's diagnosis, history, presenting problems or behaviors, unless the child's characteristics do not meet the criteria set forth in the enrollment criteria as outlined in the Manual.

   c. The Contractor understands and agrees that the maximum number of identified families, to be served under this Agreement, may be increased from time-to-time, provided that both the Department and the Contractor consent to the increase by written amendment to this Agreement.

3. The Contractor agrees to:

a. Abide by all policy requirements of Nebraska Administrative Code 390, 474 and 479 and related policy guidebooks; applicable state and federal statutes; applicable written policy directives and interpretations from the Director of the Department or his/her designee, the Service Area Administrator, Protection and Safety Administrator of the Service Area in which the ICCU is located, and Administrators from the Department's Central Office.

b. Provide care coordination and services for state wards and their families and non-court involved children and families as defined in the Manual.

c. Abide by all provisions and updates of the Manual.

d. Exclusively use the Computer Information Systems utilized by the Department for case recording and documentation.

e. Allow the Department access to data on all state wards and their families and non-court involved children and families served by the ICCU, which is either collected by the Contractor or any entity that the Contractor contracts with to collect data.

f. Guardianship Authority: Notwithstanding any other provision of this Agreement, the parties hereby agree and acknowledge that the Department has legal guardianship of state wards served under the terms of this Agreement and, further, that such guardianship authority cannot be delegated to other parties. Therefore, the Department reserves the right to make all final determinations with regard to any and all service, placement and treatment decisions for state wards served under the terms of this Agreement. The Department and the Contractor further agree and acknowledge that all services provided hereunder will be in accordance with any court orders that provide any specific conditions or requirements pertaining to placement, treatment, visitation or other case specific matters.

g. Safety Standards: The Department may remove a child from the ICCU immediately upon written notice for: alleged child abuse and neglect, or other causes determined by the Department to be in the best interest of

the child. The Contractor shall report any suspected abuse or neglect concerns to the Department's Hotline, 1-800-652-1999.

h. Transportation Standards: The Contractor agrees to provide and use safety belts and child safety restraints for all passengers in accordance with Nebraska State Statutes

1.6 Article III, Section B of the Contract is amended by inserting the following:

1. Family Involvement:

a. The Contractor agrees to collaborate and contract with a minimum of one (1) Family Organization within the Contractor that will provide resources to assist families through individual family advocacy, parent-to-parent support, family support groups, outreach, evaluation, information dissemination, and quality assurance.

b. The Contractor agrees to have the Family Organization participate in the administrative and management decisions in regards to the ICCU. The Contractor agrees that all subcontracts with Family Organizations shall contain a background check provision, which requires background checks for all employees, interns and volunteers if it is foreseeable that that individual may have contact with state wards and their families. Initial background checks shall be completed before the individual has direct contact with state wards and their families. Background checks shall be completed as described in the Manual.

2. Required Reports:

a. Quarterly Financial: The Contractor agrees to prepare and submit a quarterly financial report to the Department, in a format approved by the Department. The report shall be submitted to the Service Area Administrator and the ICCU Administrator or Designee. The report shall be submitted to the Department within forty-five (45) calendar days after the end of the State Fiscal Quarter. The State Fiscal Quarters are July through September, October through December, January through March, and April through June. The report shall include a breakdown of all expenses incurred for direct and indirect costs of operation against all payments received.

b. Annual Report: The Contractor agrees to prepare and submit to the Department an annual report of the previous year, based on the State Fiscal Year. The State Fiscal Year is July 1 through June 30. The report shall include the information that is outlined in the Manual and be submitted in a format approved by the Department. The report shall be submitted to the Department's ICCU Administrator or designee within sixty (60) calendar days after the end of the State Fiscal Year. Prior to publication of the annual report it shall be reviewed and approved by the Department's ICCU Administrator or designee.

c. Semi-Annual Report: The Contractor agrees to prepare and submit to the Department a semi-annual report that covers the first six (6) months of the State Fiscal Year. The time period shall be from July 1 through December 31. The report shall include the information that is outlined in the Manual and be submitted in a format approved by the Department. The report shall be submitted to the Department's ICCU Administrator or designee within forty-five (45) calendar days after December 31. Prior to publication of the annual report it shall be reviewed and approved by the Department's ICCU Administrator or designee.

d. The Contractor agrees to provide any other reports as requested by the Department or as outlined in the Manual.

3. Staffing

a. The Contractor agrees to employ Supervisors for Care Coordinators and Care Coordinators for the ICCU, and to ensure a ratio of no more than 1 Supervisor to 8 Care Coordinators, as mutually agreed upon by the Department and the Contractor.

b. The ratio for Supervisors will be no more than eighty (80) percent Contractor employees to no less than twenty (20) percent Department employees. The Supervisor ratio will be mutually agreed up by the Department and the Contractor.

c. The ratio for Care Coordinators will be no more than eighty (80) percent Contractor employees to no less than twenty (20) percent Department

employees. The Care Coordinator ratio will be mutually agreed upon by the Department and the Contractor.

d. The Contractor agrees to employ at a minimum of one (1) full-time support staff person.

e. The Department agrees to commit one (1) full-time support staff person.

f. Any exception to the staffing requirements is outlined in the Manual.

4. Office Space/Equipment

a. The Department agrees to provide office space for DHHS staff and Contractor staff assigned to DHHS premises, as mutually agreed upon between the Contractor and the Department. Nothing in this provision shall be construed as creating an employer-employee relationship between Department employees and the Contractor, or Contractor employees and the Department.

b. The Contractor agrees to provide office space for DHHS staff and Contractor staff assigned to the ICCU, as mutually agreed upon between the Contractor and the Department. Nothing in this provision shall be construed as creating an employer-employee relationship between Department employees and the Contractor, or Contractor employees and the Department.

c. The Contractor and the Department agree to provide all necessary equipment (excluding computer hardware, software and licenses), and supplies for staff assigned to the ICCU, as mutually agreed upon by the Department and the Contractor.

d. The Contractor agrees to purchase any and all appropriate computer hardware, software, and licenses for Contractor employees in the ICCU. The hardware and software must be compatible with the Department's Information Management System and support ICCU staff in carrying out the daily functions of the work in regards to this Agreement. All necessary upgrades must be made by the Contractor to maintain compatibility with the Department's Information Management System.

e. The Department agrees to provide all necessary computer hardware, software and licenses for Department employees in the ICCU.

f. The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished, by the Department, for the Contractor's use during the performance of this Agreement. This excludes items purchased by the Contractor. The Contractor shall reimburse the State for any loss or damage of such property, except for normal wear and tear. Upon termination or non-renewal of this Agreement, the Contractor shall return all state-owned property within thirty (30) days of notice of termination or non-renewal.

g. The Department shall be responsible for proper care and custody of any Contractor-owned property which is furnished, by the Contractor, for the Department's use during the performance of the Agreement. This excludes items purchased by the Department. The Department shall reimburse the Contractor for any loss or damage of such property, except for normal wear and tear.

5. Staff/Case Ratio

a. The contractor agrees to serve the families of the identified state wards and non-court involved cases at a staff ratio that does not exceed 1 Care Coordinator to 14 families (1:14) throughout the term of this agreement. The Care Coordinator-to-Family ratio may extend to 1:16 for each Care Coordinator when the Care Management Team identifies at least two cases that will close within sixty days of assuming the higher 1:16 ratio.

6. Pre-employment Screening

a. The Contractor agrees to complete the following pre-employment screening for any employee who is working in the ICCU.

(1) Nebraska State Patrol Sexual Offender Registry

(2) The Nebraska Child Abuse and Neglect Central Register

(3) The Nebraska Adult Abuse and Neglect Central Register

(4) Department of Motor Vehicles

(5) References

(6) Justice System

(7) Bureau of Prisons

(8) Nebraska Department of Corrections

(9) Google, only required when hiring for Supervisor positions

(10) Local Law Enforcement

(11) Nebraska State Patrol Criminal History Check

(12) Drug Test, only required when hiring for Supervisor or Care Coordinator positions

(13) College Transcripts, only required when hiring for Supervisor or Care Coordinator positions.

b. The Contractor shall complete the background checks before the individual has direct contact with state wards and their families.

c. The Contractor agrees to perform out-of state background checks on all newly hired employees who have resided in Nebraska for less than two (2) years. The Contractor shall complete the initial background checks before the individual has direct contact with state wards and their families. If the individual's prior state of residence does not maintain a: Sexual Offender Registry; Child Abuse and Neglect Central Register; an Adult Abuse and Neglect Central Register, or any such similar registry, the Contractor must complete a state and local criminal background check.

d. The background checks have been defined in the Manual.

7. Background checks for Interns and Volunteers: The Contractor agrees to complete background checks on any intern or volunteer if it is foreseeable that that individual may have contact with state wards and their families during the course of providing direct services in performance with this Agreement. Background checks shall be completed before the individual has direct contact with state wards and their families. Background checks shall be completed as defined in the Manual.

8. Conflict Resolution: Should the Contractor have any concerns with the provision of care and subsequent reimbursement, the Contractor shall initiate

a communication with the Department's ICCU Administrator or designee to assist with resolution.

9. Tobacco Smoke Prohibited: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned, or leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor agrees to comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The Contractor agrees to prohibit smoking in any vehicle operated by its employees/staff when transporting children while providing services under this Agreement.

10. Insurance

    a. The Contractor shall maintain the following types of insurance for the duties performed under this Agreement:

        (1) General liability;

        (2) Workers Compensation, as required by Nebraska law;

        (3) Automobile, both non-owned and hired car;

        (4) Professional liability;

        (5) Errors and omissions;

(6) Premises and property; and with prior approval of the Department, the Contractor may satisfy the above requirements by maintaining business owner and commercial automobile policies.

The Contractor must provide the Department's ICCU Administrator or designee with copies of certificates of insurance for the above mentioned insurance coverage within thirty (30) days of execution of this Agreement. Notice of cancellation of any insurance policies must be submitted immediately to the Department's ICCU Administrator or designee, along with evidence that the Contractor has obtained replacement coverage for the canceled policy(s), to ensure that there is not a break in coverage. The Contractor shall ensure that staff transporting state wards and their families have a current, valid driver's license, and the minimum liability insurance required by law.

11. Release of Identifying Information. No photographs or slides or other identifying information regarding a child may be released for use on posters, in presentations, press releases, newsletters etc., without the written consent of the Department and agreement of the parent, if parental rights are intact.

12. Administrative Services Organization:

    a. The Contractor shall cooperate and collaborate with the Departments Administrative Service Organization (ASO) provider.

    b. The Contractor shall register as a Contract provider with the ASO.

    c. The Contractor shall submit requested data to the ASO provider related to Quality Assurance and Utilization Management.

    d. The Contractor shall work with the Department and the ASO to determine data needs, quality assurance processes and utilization management criteria.

13. Training

    a. The Contractor agrees to provide Family Centered Practice training as approved by the Department, for all Care Coordinators and Supervisors of Care Coordinators assigned to the Integrated Care Coordination Units. Any training will involve the Department as outlined in the Manual.

b. The Department agrees to provide New Worker Protection and Safety training to Care Coordinators who are part of the Integrated Care Coordination Units.

c. The Contractor agrees to adhere to the ongoing training requirements as outlined in the Manual.

14. Performance Accountability: The Contractor agrees be held accountable for the services they provide. The Contractor shall work toward the achievement of the following CFSR Outcomes as well as the employee performance standards outlined in the Manual.

a. **Outcome: Absence Maltreatment Recurrence**

(1) 94.6% or more of all children who were victims of abuse or neglect during the first 6 months of the reporting year, the percent that were *not victims* of another maltreatment within a 6 months period.

b. **Outcome: Absence of Child Abuse and/or Neglect in Foster Care (12 months)**

(1) 99.68% of all children who were in foster care during the reporting year, the percent that were *not victims* of maltreatment by a foster parent or facility staff member.

c. **Outcome: Timeliness and Permanency of Reunification [national standard 122.6 or higher].**

(1) 75.2% of all children discharged from foster care to reunification who had been in foster care for 8 days or longer, the percent that met either of the following criteria: (1) the child was reunified in less than 12 months from the date of the latest removal from the home, or (2) the child was placed in a trial home visit within 11 months of the date of the latest removal and the child's last placement prior to discharge to reunification was the trial home visit.

(2) 5.4 months or less is the median length of stay in months from the date of the most recent entry into foster care until either of the following: (1) the date of discharge to reunification; or (2) the date of placement in a trial home visit that exceeded 30 days and was the last

placement setting prior to discharge to reunification for of all children discharged from foster care to reunification who had been in foster care for 8 days of longer.

(3) 48.4% or more of all children entering foster care in the second 6 months of the year who remained in foster care for 8 days or longer, the percent who met either of the following criteria: (1) the child was reunified in less than 12 months from the date of entry into foster care, or (2) the child was placed in a trial home visit in less than 11 months from the date of entry into foster care and the trial home visit was the last placement setting prior to discharge to reunification

(4) 9.9% or less of all children discharged from foster care to reunification in the year prior to the reporting year, the percent that re-entered foster care in less than 12 months from discharge from a prior episode.

d. **Outcome: Timeliness of Adoption [national standard: 106.4 or higher].**

(1) 36.6% or more of all children who were discharged from foster care to a finalized adoption during the year, the percent that were discharged in less than 24 months from the date of the latest removal from the home.

(2) 27.3 months or less of all children who were discharged from foster care to a finalized adoption, the median length of stay in foster care (in months) from the date of removal from the home to the date of discharge to adoption.

(3) 22.7% ore more of all children in foster care on the first day of the year who were in foster care for 17 continuous months or longer, the percent that was discharged from foster care to a finalized adoption before the end of the fiscal year.

(4) 10.9% or more of all children in foster care on the first day of the year who were in foster care for 17 continuous months or longer, the percent that became legally free for adoption within 6 months from the beginning of the reporting year.

(5) 53.7% or more of all children who became legally free for adoption in the prior reporting year, what percent was discharged from foster care to a finalized adoption in less than 12 months.

e. **Outcome: Permanency for Children and Youth in Foster Care for Long Periods of Time [national standard: 121.7 or higher].**

(1) 29.1% or more of all children in foster care for 24 months or longer on the first day of the reporting year shown, the percent that were discharged to a permanent home prior to their 18th birthday and by the end of the reporting year. A permanent home is defined as having a discharge reason of adoption, guardianship or reunification.

(2) 98% or more of all children who were discharged from foster care in the year shown, and who were legally free for adoption at time of discharge, (there was a parental rights termination date reported to AFCARS for both mother and father), the percent that were discharged to a permanent home prior to their 18th birthday? A permanent home is defined as having a discharge reason of adoption, guardianship, or reunification.

(3) 37.5% or less of all children who, during the year shown, either (1) were discharged from foster care prior to age 18 with a discharge reason of emancipation, or (2) reached their 18th birthday while in foster care, the percent that were in foster care for 3 years of longer.

f. **Outcome: Placement Stability [national standard: 101.5 or higher]**

(1) 86% or more of all children served in foster care during the 12 months target period that were in foster care for at least 8 days but less than 12 months, the percent that had two or fewer placement settings.

(2) 65.4% or more of all children served in foster care during the 12 month target period that were in foster care for at least 12 months but less than 24 months, the percent that had two or fewer placement settings.

(3) 41.8% or more of all children served in foster care during the 12 month target period that were in foster care for at least 24 months, the percent that had two or fewer placement settings.

1.7 Section 1. of the Operations Manual is amended by inserting the following:

Purpose of the Integrated Care Coordination Units (ICCU)

The Department of Health and Human Services (the Department) and the Behavioral Health Regions (the Regions) have entered into a Contract to create the Integrated Care Coordination Units (ICCU). The purpose of the Contract is to bring together funding agencies, families, service providers, and community representatives to provide an individualized system of care for families and their children who are wards of the Department. A system of care is a comprehensive spectrum of behavioral health and other necessary services which are organized into a coordinated network to meet the multiple and changing needs of children and families.

Through the Contract a collaborative partnership has developed between Health and Human Services/ Protection and Safety, the Contractor and local family organizations. The ICCU provides case management services for high needs families whose children are wards of Health and Human Services (HHS) or Health and Human Services-Office of Juvenile Services (HHS-OJS). This collaborative approach promotes individualized care based on the unique strengths and needs of each youth and family, that is family-centered, culturally competent, and that integrates the service delivery system of child welfare and behavioral health. The ICCU provided case management services for non-court involved children and families.

1.8 Section 4 of the Operations Manual is amended inserting the following:

ICCU Contract

Contracts are effective for one year. No amendments may be made to the Contract without discussion and agreement between DHHS and the Behavioral Health Regions. Any amendment must be reviewed by the Health and Human Services ICCU Administrator or designee. Each ICCU must develop local protocol to carry out the Contract and the Operations Manual, and mechanisms to communicate the protocol.

1.9 Section 6 of the Operations Manual is amended by inserting the following sentence:

Enrollment, Disenrollment and Discharge

A. Enrollment Criteria

1) Enrollment of a youth in the ICCU is when a child has been identified and being served based on the ICCU Enrollment Criteria. All families enrolled in the ICCU must meet the criteria below:
   a) At least one child must be placed in the custody of the Department by a juvenile or county court.
   b) The child must not be eligible for Developmental Disabilities Service Coordination.
   c) The child must have a mental health, substance abuse diagnosis, or severe behavioral needs. Severe behavioral needs to be considered are aggression, sexual acting out, fire setting behavior, runaway, psychotic symptoms, severe substance abuse, and self-harm.
      OR
   d) The parent/caregiver of the identified child must have a mental health diagnosis; substance abuse diagnosis; mental health/substance abuse issues as identified in the petition; or the behavior of the parent/caregiver indicates severe substance usage, self- harm, aggression, psychotic symptoms, that impair the parent/caregiver's ability to provide safety for their children as documented in the case file information.
      OR
   e) The Department has determined that one or more children in the family are unsafe and the family agrees to work with the Department with no court involvement. These families are known as non-court involved.
2) When enrollment criteria are met only one child in the family can be identified for enrollment but the ICCU is responsible to ensure each child served.
3) Additional enrollment criteria defined by the local ICCU must be in writing and shared with all staff.

4) There must be supporting documentation to indicate the criteria above have been met.

B. Enrollment Process

1) Each ICCU must have an enrollment process in place that clearly outlines:
   a) How a referral is made to the ICCU;
   b) The information that must be included with the referral;
   c) Who should receive the referral request;
   d) Who is responsible for determining if a youth is accepted into the ICCU;
   e) The timeframe in which the decision for enrollment must be made;
   f) How the worker is notified of the decision regarding enrollment;
   g) How the family is notified of the decision regarding enrollment and the time frame in which the family will be notified;
   h) How the service providers are notified when a case will be transferred into the ICCU;
   i) The time frame for when the case is transferred;
   j) How the family is introduced to the Care Coordinator; and
   k) How the court system and other professionals are notified if a case is being transferred into the ICCU.

C. <u>Disenrollment</u>

1) Disenrollment of an identified child from the ICCU occurs when that child is no longer served by the ICCU, but remains in the legal custody of the Department or at least one child in a non-court involved case is determined to be unsafe.
2) When the ICCU considers disenrolling a child, a team of people must review the case. The purpose of the review is to determine if the identified child should continue to be enrolled in the ICCU, or if a Protection and Safety Worker should serve him/her in the traditional Protection and Safety System. The identified team to review cases must include people responsible for care management reviews in each ICCU (see care management section for more details). The team membership must be agreed upon by the Department and the Contractor.
3) The following situations would require a review of the case:

a) The identified child or youth moves out of state.
b) The family of the identified child moves out of state.
c) The identified child is placed in a facility and the length of that placement is expected to last for 12 months or longer.
d) The identified child is prosecuted in adult court.
e) The identified child is incarcerated in an adult facility.
f) The family of the identified child moves outside of the service area.
g) The permanency objective has been achieved and the court will not discharge the identified child from the custody of the Department.
h) The identified child has been in Job Corps for 30 days or longer.
i) When an identified child is on run for 30 days the youth must be disenrolled from the ICCU. The ICCU will continue to serve the youth as a non-identified state ward. An exception to this must be given by the HHS Protection and Safety Administrator.
j) All children in the case have been determined to be safe and are residing in the parental home.
k) Recommending closure of non-court involved families.

D. Discharge

Discharge of a child occurs when the court order terminating the Department's custody is signed and dated, or a youth adjudicated as OJS has been administratively discharged by the Department unless the family continues to work with DHHS as a non-court involved family. All children in a non-court involved case have been determined to be safe and the case manager has determined that safety is sustainable.

1.10 Section 10 of the Operations Manual is amended by inserting the following:

Staffing Ratios and Caseload Size

A. Staffing Ratios for Contractor employees to Department employees

1) Both the Contractor and the Department will be responsible to commit staff positions to the ICCU. The mandatory positions in each ICCU are Care Coordinators, Supervisors, quality assurance and support staff. Any exception to the required positions must be agreed upon by the Department and the Contractor at the local level, and approved by the DHHS ICCU Administrator or designee.

2) The ratio of Contractor to Department Care Coordinators will be no more than 80% Contractor and no less than 20% Department. The ratio of Contractor to Department Supervisors will be no more than 80% Contractor and no less than 20% Department. The Contractor and the Department at the local level must agree upon the number staff that will be committed by each agency to support the ICCU.
3) The ratio of Supervisor to Care Coordinator will be maintained at 1 Supervisor to 8 Care Coordinators.
4) The Contractor and the Department must each commit one full-time support staff person.
5) Non required positions may be hired to support the ICCU as mutually agreed upon by the Contractor and the Department at the local level.
6) When the Contractor hires forward fill positions these positions are not included in the staffing ratios. Hiring of forward fills must be mutually agreed upon between the Contractor and the Department at the local level.

B. Caseload sizes

The Contractor must serve the target population at a staff ratio that does not exceed 1 Care Coordinator to 14 identified families (1:14).

1.11 Section 14 of the Operations Manual is amended by inserting the following:

Contracting for Services

A. Child Welfare and Juvenile Justice Services

1) The ICCU will utilize N-FOCUS to purchase services for state wards and non-court involved children and families from state contracted providers.
2) The ICCU will work collaboratively with the local Service Area to develop protocols related to the establishment of any necessary Contracts.
3) The ICCU will be held to the same rules and regulations of Department staff regarding the contracting and purchase of services.
4) The ICCU will work collaboratively with the local Service Area to develop protocols related to approving the use of 'flexible funding'.
5) If the ICCU wants to negotiate a different type of service with an identified provider then the ICCU would need to work with the Service Area identified Resource Development staff to determine if the service

currently exists with a contracted provider or if a contract would need to be established. The Department will issue and approve all contracts.

a) The Department would be responsible to develop any new contract for services.

B. Placements in Facilities

The Care Coordinator must work with the designated person in the DHHS Central Office when placing a child in a facility that is not a child welfare contracted provider, or the placement has not been approved and/or authorized by Medicaid Managed Care. The designated person in the DHHS Central Office is responsible for rate negotiation and State Ward Education. This includes placement in both in-state and out-of-state facilities

1.12 Section 16 of the Operations Manual is amended by inserting the following:

Cross Supervision

A. Protection and Safety Supervisors, HHS and non-HHS, in the ICCU assume responsibility to provide direct case management supervision to Care Coordinators, both HHS and non-HHS, assigned to the ICCU.

B. The supervisor is responsible for reviewing the work of the Care Coordinator, providing guidance and decision making on case management responsibilities, and, when required, signing documents developed by the Care Coordinator to show the review and approval of the work.

C. Both HHS and the Contractor must ensure the appropriate individual is designated for the Human Resource supervision of the Care Coordinators that they employ. The employing agency supervisor must handle any human resource related issues.

D. The following are responsibilities for any Supervisor either HHS or non-HHS:

1) Have knowledge of the Human Resource rules and regulations of the agency that employs the Care Coordinators they supervise.
2) Have knowledge of the Work Place Policies and office procedures of the agency that employs the Care Coordinators they supervise.
3) Provide direction and guidance to Care Coordinators on a daily basis regarding work assignments.
4) Review the work completed by Care Coordinators.

5) Identify performance issues of staff they are responsible for supervising, and consult with a representative of the employing agency who is responsible to determine the appropriate action.
6) Provide information for Performance Evaluations.
7) Complete the Competency Development Tool (CDT) for new Care Coordinators regardless of the employing agency, in accordance with the guidelines set forth by HHS. The employing agency will be responsible for the reviewing, approving and signing the CDT. (See Performance Accountability)
8) Develop coverage plans for planned and unplanned leave of Care Coordinators.
9) Develop Professional Development plans with Care Coordinators.
10) Have knowledge of the policies regarding vehicle usage.
11) Use the ICCU's internal communication process that outlines how Performance Evaluations, Competency Development Tools and other Human Resource matters will be handled.
12) Adhere to, communicate and implement the Integrated Care Coordination Operations Manual.
13) Read and approve Case Plans, Court Reports, service referrals and other documents related to case management, prior to final signature by the Department.
14) Adhere to, communicate and implement procedures developed with in the local ICCU and Service Area to carry out the case management functions.
15) Review all cases a minimum of one (1) time every 60 days for the assigned Care Coordinators.

E. The individual designated to handle the Human Resource matters for the Care Coordinator is responsible for reviewing, decision making and signing all documents that are related to Human Resource matters. The individual designated for Human Resource supervision will assume responsibility for providing approval and supervision of staff as outlined below:

1) Approval of time sheets
2) Approval of work schedules
3) Approval or denial of use of leave

4) Approval or denial of use of overtime
5) Approval or denial or reimbursements from the Employer
6) Ensure staff meets requirements of Agencies, rules, regulations and policies.
7) Responsible for evaluating and implementing Performance Goals and Behavior expectations.
8) Hiring, discipline and termination
9) Work Improvement Plans and counseling to staff prior to Disciplinary Action being initiated.

1.13 Section 17 of the Operations Manual is amended by inserting the following:

Required Department Approval

A. The Department retains guardianship authority over the child assigned to the ICCU, therefore it is necessary for the Department to review and approve specific functions of case management. When a signature is required for these functions, it must be done by Health and Human Services staff. Each ICCU must develop a process that identifies how this will be done and who will be responsible for providing the reviews, approvals and signatures.

B. The specific functions needing the Department involvement, approval, authorization, and/ or signature are:

1) Case Plans and Court Reports;
2) Decision to accept a relinquishment and related paperwork for taking a relinquishment;
3) All Adoption paperwork;
4) Subsidies for Guardianship and Adoption;
5) Foster/Adoptive Home Studies and Approval Studies;
6) Authorization for HIV antibody testing;
7) OJS functions (See OJS section #18)
8) Safety Assessment for the purpose of closing a non-court family must be approved by DHHS.

1.14 Section 22 of the Operations Manual is amended by inserting the following:

Required Assessment Tools

A. Each ICCU is required to complete assessment tools for children who have been enrolled in the ICCU. The ICCU must keep a data base of the

information that is collected. This information will also be shared with the Department upon request. The required assessment tools are:

1) **Ohio – Ohio Youth, Problem, Functioning, and Satisfaction Scales-Short Form** - The OHIO is administered at a minimum of every six months.
2) **WFI – Wraparound Fidelity Index** - The WFI is administered at a minimum of every six months.
3) **YLS/CMI – Youth Level of Service / Case Management Inventory** - The YLS/CMI is conducted on youth who have been adjudicated as a Status Offender or a Juvenile Offender. The YLS/CMI is conducted when the youth is placed in the custody of HHS and at a minimum of every 6 months after.

1.15 Section 24 of the Operations Manual is amended by inserting the following:

Program Evaluation and Accountability

A. Performance Evaluation Tool

1) The Health and Human Services Performance Evaluation tool provides a structured method of reviewing performance goals and expectations, clarifying behavior expectations, setting development goals, and rating job performance. Care Coordinators, Supervisors, and other people who have responsibility to manage Supervisors or Care Coordinators within the ICCU are, at a minimum, evaluated on the HHS Performance Standards, using the HHS Performance Evaluation tool.
2) Each Contractor must use the Performance Evaluation tool as part of the overall evaluation process when evaluating the performance of staff in the ICCU. Supervisors will be responsible for providing information and documentation on the employee for the Evaluation Tool. When the Performance Evaluation tool is completed for an employee of the Contractor or HHS it is the responsibility of the employing agency to review, make decisions regarding the ratings, approving and signing the evaluation. The Performance Evaluation tool will be kept on file according to the employing agencies policies and will only be shared according to the employing agencies Human Resource policies.

3) The evaluation tool utilized by the Department for a Protection and Safety Worker must be used when evaluating a Care Coordinator who is employed by the Contractor.

4) The evaluation tool utilized by the Department for a Protection and Safety Supervisor must be used when evaluating a Supervisor who is employed by the Contractor.

5) The evaluation tool utilized by DHHS for a Protection and Safety Administrator must be used when evaluating the manager responsible to oversee the work of the Supervisor or Care Coordinator, who is employed by the Contractor.

6) Each Contractor must ensure that Care Coordinators and Supervisors employed by the Contractor adhere to the Performance Standards as outlined in the Performance Evaluation Tool and other performance standards as outlined in the ICCU Performance Standards section.

B. Competency Development Tools

1) Supervisors in the ICCU must use the Competency Development Tool (CDT), as part of the evaluation process, to assist in the measurement and documentation of new Care Coordinators. The Supervisor must complete a CDT prior to the end of the 6-month training period and then again immediately prior to the end of the first year of hire. The Supervisors in the ICCU must receive the training on the CDT.

2) Each ICCU must develop a process to identify who is responsible for completing the CDT. When a CDT is being completed for a HHS employee by a non HHS employee, a HHS Supervisor must approve and sign the CDT. The Supervisor must submit a copy of the completed CDT to the Center on Children, Family and the Law at the University of Nebraska-Lincoln for analysis. The original CDT must be maintained in the individual's personnel file, according to the employing agencies human resource guidelines.

C. ICCU Performance Accountability and Standards

1) All Care Coordinators and Care Coordinator Supervisors (Both HHS and Contractor employees) shall work toward the achievement of the CFSR Outcomes.

a) **Outcome: Absence Maltreatment Recurrence**

(1) 94.6% or more of all children who were victims of abuse or neglect during the first 6 months of the reporting year, the percent that were *not victims* of another maltreatment within a 6 months period.

b) **Outcome: Absence of Child Abuse and/or Neglect in Foster Care (12 months)**

(1) 99.68% of all children who were in foster care during the reporting year, the percent that were *not victims* of maltreatment by a foster parent or facility staff member.

c) **Outcome: Timeliness and Permanency of Reunification [national standard 122.6 or higher].**

(1) 75.2% of all children discharged from foster care to reunification who had been in foster care for 8 days or longer, the percent that met either of the following criteria: (1) the child was reunified in less than 12 months from the date of the latest removal from the home, or (2) the child was placed in a trial home visit within 11 months of the date of the latest removal and the child's last placement prior to discharge to reunification was the trial home visit.

(2) 5.4 months or less is the median length of stay in months from the date of the most recent entry into foster care until either of the following: (1) the date of discharge to reunification; or (2) the date of placement in a trial home visit that exceeded 30 days and was the last placement setting prior to discharge to reunification for of all children discharged from foster care to reunification who had been in foster care for 8 days of longer.

(3) 48.4% or more of all children entering foster care in the second 6 months of the year who remained in foster care for 8 days or longer, the percent who met either of the following criteria: (1) the child was reunified in less than 12 months from the date of entry into foster care, or (2) the child was placed in a trial home visit in less than 11 months from the

date of entry into foster care and the trial home visit was the last placement setting prior to discharge to reunification.

(4) 9.9% or less of all children discharged from foster care to reunification in the year prior to the reporting year, the percent that re-entered foster care in less than 12 months from discharge from a prior episode.

d) **Outcome: Timeliness of Adoption [national standard: 106.4 or higher].**

(1) 36.6% or more of all children who were discharged from foster care to a finalized adoption during the year, the percent that were discharged in less than 24 months from the date of the latest removal from the home.

(2) 27.3 months or less of all children who were discharged from foster care to a finalized adoption, the median length of stay in foster care (in months) from the date of removal from the home to the date of discharge to adoption.

(3) 22.7% ore more of all children in foster care on the first day of the year who were in foster care for 17 continuous months or longer, the percent that was discharged from foster care to a finalized adoption before the end of the fiscal year.

(4) 10.9% or more of all children in foster care on the first day of the year who were in foster care for 17 continuous months or longer, the percent that became legally free for adoption within 6 months from the beginning of the reporting year.

(5) 53.7% or more of all children who became legally free for adoption in the prior reporting year, what percent was discharged from foster care to a finalized adoption in less than 12 months.

e) **Outcome: Permanency for Children and Youth in Foster Care for Long Periods of Time [national standard: 121.7 or higher].**

(1) 29.1% or more of all children in foster care for 24 months or longer on the first day of the reporting year shown the percent that were discharged to a permanent home prior to

their 18th birthday and by the end of the reporting year. A permanent home is defined as having a discharge reason of adoption, guardianship or reunification.

(2) 98% or more of all children who were discharged from foster care in the year shown, and who were legally free for adoption at time of discharge, (there was a parental rights termination date reported to AFCARS for both mother and father), the percent that were discharged to a permanent home prior to their 18th birthday? A permanent home is defined as having a discharge reason of adoption, guardianship, or reunification.

(3) 37.5% or less of all children who, during the year shown, either (1) were discharged from foster care prior to age 18 with a discharge reason of emancipation, or (2) reached their 18th birthday while in foster care, the percent that were in foster care for 3 years of longer.

f) **Outcome: Placement Stability [national standard: 101.5 or higher]**

(1) 86% or more of all children served in foster care during the 12 months target period that were in foster care for at least 8 days but less than 12 months, the percent that had two or fewer placement settings.

(2) 65.4% or more of all children served in foster care during the 12 month target period that were in foster care for at least 12 months but less than 24 months, the percent that had two or fewer placement settings.

(3) 41.8% or more of all children served in foster care during the 12 month target period that were in foster care for at least 24 months, the percent that had two or fewer placement settings.

2) The Department has policy, guidebook, memos and performance standards for Supervisors and workers in regards to protection and safety work that the Contractors must follow. In addition Care Coordinators and Supervisors in the ICCU, regardless of the employing agency, must

adhere to the following standards. All references to state wards and families will also include non-court involved children and families.

a) Every Care Coordinator must have private face-to-face contact with every state ward and face-to-face contact with the state ward's parent as outlined below. The contact must be documented in N-FOCUS. It is the responsibility of the assigned Care Coordinator to make the required contacts.

   (1) When the Permanency Objective is Reunification or Family Preservation the Care Coordinator must have at least one (1) private face-to- face contact with every state ward per month and one (1) face-to-face contacts per month with the state ward's parent, or the individual the state ward child will be reunified with, per month.

   (2) When the Permanency Objective is; Adoption, Legal Guardianship, Independent Living or Self-sufficiency with Supports, the Care Coordinator must have at least one (1) private face-to-face contacts with every state ward per month, unless the state ward is placed at a YRTC. For state wards placed at a YRTC please refer to the next bullet. The face-to-face contact with the state ward's parent will be determined as outlined in Administrative Memo #1-2008.

b) Every Care Coordinator must have at least one (1) face-to-face contact with the state wards caregiver each month when the state ward is placed in an out of home placement. The contact must be documented in N-FOCUS.

c) Every Care Coordinator must have at least one Family Team Meeting with each family every other month. The Family Team meeting must be documented in N-FOCUS.

d) Every Care Coordinator must complete the required assessment tools as defined by each ICCU.

e) Every Care Coordinator must review the case plan and safety plan with the family at least one (1) time per month. This must be documented in N-FOCUS.

f) Every Care Coordinator must ensure every state ward has monthly contact with an adult family member at least one (1) time per month. Contact with the state ward's parent would meet this criterion. This must be documented in N-FOCUS.

g) Every Care Coordinator must ensure every state ward has monthly face-to-face contact with their siblings per month. This must be documented on N-FOCUS.

h) Every Care Coordinator must follow the local ICCU protocols (Both HHS and Contractor employees).

(1) The Quality Assurance Guidebook outlines the criteria for the following:

(a) Private face-to-face with the identified child;

(b) Face-to-face contact with the identified child's parent;

(c) Face-to-face contact with the identified child's caregiver;

(d) Identified child's monthly contact with an adult family member, and

(e) Identified child's monthly contact with siblings.

i) Supervisor requirements (Both HHS and Contractor employees):

(1) Every Supervisor must complete 100% review of all cases one (1) time per month. The reviews must be documented in N-FOCUS.

(2) Every Supervisor must participate on teams within the ICCU as necessary.

(3) Every Supervisor must maintain certification and competency in the required assessment tools for the ICCU, as necessary.

(4) Every Supervisor must complete the required evaluation tools for Care Coordinators as required by the Care Coordinators employing agency.

(5) Every Supervisor must follow the local ICCU protocols.

1.16 Section 25 (Quality Assurance) of the Operations Manual is amended by deleting the entire section.

IN WITNESS THEREOF, the parties have duly executed this Amendment hereto, and each party acknowledges the receipt of a duly executed copy of this Amendment with original signatures.

By: Todd A. Landry

Todd A. Landry, Director
Division of Children and Family Services
Department of Health and Human Services
Date: 1/30/09

BY: [signature]
Title Chairperson, Region 6 Governing Board
Name Printed: MARY ANN BORGESON
Date: 02/18/2009